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7 UNITED STATES DISTRICT COURT  
8 WESTERN DISTRICT OF WASHINGTON  
9 AT SEATTLE

10 SUN LIFE ASSURANCE  
11 COMPANY OF CANADA,

12 Plaintiff,

13 v.

14 ESTATE OF ROBERT WHEELER,  
15 et al.,

Defendants.

CASE NO. C19-0364JLR

ORDER

16 Before the court is Defendant Kathleen McComb’s motion for entry of default  
17 judgment against the Estate of Robert Wheeler (“the Estate”). (Mot. (Dkt. # 18).) The  
18 Estate has failed to appear in this interpleader action, which involves disputed life  
19 insurance proceeds. (*See generally* Dkt.; Compl. (Dkt. # 1).) Ms. McComb requests that  
20 the court enter default judgment against the Estate such that “the Estate take nothing from  
21 the disputed life insurance proceeds.” (Mot. at 2.) Alongside her motion, Ms. McComb  
22 submitted a proposed order that purports to grant her motion for default judgment. (*See*

1 Prop. Order (Dkt. # 18-1).) The proposed order would direct Ms. McComb to submit a  
2 proposed judgment within 15 days of the date of the order. (*Id.* at 1.) The court finds  
3 that Ms. McComb’s proposed order is meaningless: the court cannot grant a motion for  
4 default judgment against the Estate on the basis of an order that effectively defers entry  
5 of default judgment. (*See id.*) The court thus DENIES Ms. McComb’s motion for  
6 default judgment, without prejudice to refiling the motion in accordance with Federal  
7 Rule of Civil Procedure 55(b) and Local Civil Rule 55(b). *See* Fed. R. Civ. P. 55(b);  
8 Local Rules W.D. Wash. LCR 55(b).

9 The court further notes that Plaintiff Sun Life Assurance Company of Canada  
10 (“Sun Life”) has not yet moved to deposit the disputed life insurance proceeds into the  
11 registry of the court.<sup>1</sup> (*See generally* Dkt.) In its complaint, Sun Life requests that the  
12 court “enter an Order . . . directing Sun Life . . . to deposit the life insurance proceeds due  
13 under the Policy in the amount of \$332,000.00 into the registry of this Court, until the

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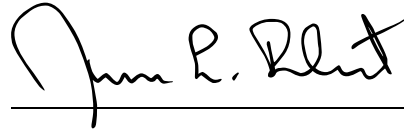
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18 <sup>1</sup> Sun Life asserts that this case is proper under both the federal interpleader statute, 28  
19 U.S.C. § 1335, and Federal Rule of Civil Procedure 22. (Compl. ¶¶ 22-34.) In a statutory  
20 interpleader action, the stakeholder must either deposit the disputed funds with the court or post a  
21 bond. 28 U.S.C. § 1335(a)(2). Rule interpleader does not require the stakeholder to deposit the  
22 disputed funds in the court’s registry or post a bond. *See, e.g., State Farm Life Ins. Co. v. Jonas*,  
775 F.3d 867, 869 (7th Cir. 2014). However, rule interpleader stakeholders may obtain  
permission to deposit the disputed funds with the court, particularly if they are disinterested  
stakeholders who seek to be discharged from the litigation. *See* 1 Fed. R. Civ. P., Rules &  
Commentary Rule 22; (Compl. ¶¶ 22-34.)

1 issue of entitlement to the life insurance proceeds is adjudicated.” (Compl. ¶¶ 27, 34.)

2 The court will not enter an order to that effect absent a motion by Sun Life.

3 Dated this 15th day of July, 2019.

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5  
6 The Honorable James L. Robart  
7 U.S. District Court Judge  
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